

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JASON JEDELE,

Plaintiff,

v

LIFE INSURANCE COMPANY
OF NORTH AMERICA

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COMPLAINT

Plaintiff states:

Nature of Action and Jurisdiction

1. This is a civil complaint brought under ERISA §502, 29 USC 1132, and federal common law, regarding breach of the terms of an employee benefit plan, for the purpose of compelling Defendant to provide certain disability insurance benefits in the amounts and at the coverage levels promised and for an accounting, recovery of damages, costs, and attorney fees incurred as a consequence of Defendant's failure to do so.

2. This Court has jurisdiction pursuant to ERISA §§502(e)(1), (f), 29 USC 1132(e)(1), (f), and 28 USC 2201.

3. Venue properly lies in this District pursuant to ERISA §502(e)(2), 29 USC 1132(e)(2).

Parties and General Allegations

4. Plaintiff Jason Jedele is a participant, within the meaning of ERISA §3(7), 29 USC 1002(7), in a welfare benefit plan (“Plan”) by virtue of his former employment with Dawn Food Products, Inc. [“Dawn”]. Plaintiff resides in Addison, Michigan.

5. Defendant Plan is a welfare benefit plan within the meaning of ERISA §3(1), 29 USC 1002(1). The Plan was issued by defendant Life Insurance Company of North America [“LINA”] (doing business as Cigna) to Dawn, as plan sponsor.

6. Defendant LINA is a foreign corporation that is and was at all material times doing business in this district. LINA issued the Plan and acts as plan administrator and fiduciary, within the meaning of ERISA §§3(16), 402(a)(2), 29 USC 1002(16), 1102(a)(2), with respect to the Plan.

7. In or about January 2017, Plaintiff stopped working and eventually became entitled to payment of disability monthly benefits under the Plan. LINA paid these benefits to Plaintiff until July 9, 2019.

8. On or about May 16, 2019 Plaintiff received a letter from LINA stating that his monthly disability benefits under the Plan would be discontinued effective July 9, 2019.

9. Despite repeated demands by Plaintiff, Defendant has failed to reinstate Plaintiff’s disability benefits.

10. Plaintiff formally appealed the denial and discontinuation of disability benefits in accordance with the Plan’s claims review and appeal procedure. On January 13, 2020, LINA denied Plaintiff’s appeal and upheld its earlier decision. LINA offered an additional optional level of appeal, but the Plan’s terms do not require Plaintiff to exhaust it before filing suit.

Count I Action Under ERISA §502(a)(1)(B), 29 USC 1132(a)(1)(B), to Recover Full Benefits

11. Plaintiff incorporates by reference paragraphs 1 through 10.

12. The discontinuation of Plaintiff's disability benefit payments are in direct violation of the terms of the Plan.

Prayer for Relief

PLAINTIFF REQUESTS that the Court grant the following relief:

a. a declaratory judgment pursuant to ERISA §502(a)(1)(B), 29 USC 1132(a)(1)(B), and 28 USC 2201, declaring that Plaintiff is entitled to grant of the group disability benefits in the proper amounts as set forth in the Plan in effect at the time benefits became payable and that Defendants have violated the Plan by discontinuing these benefits;

b. preliminary and permanent injunctions pursuant to ERISA §502(a)(3), 29 USC 1132(a)(3), and Fed R Civ P 65, enjoining Defendant from discontinuing, reducing, limiting, or terminating the disability benefits payable to Plaintiff under the Plan;

c. a full and accurate accounting by Defendant of all computations for Plaintiff's disability benefits, in sufficient detail so that Plaintiff may ascertain that his benefits are being paid in the proper amount;

d. an order compelling Defendant to pay Plaintiff forthwith the full amount of disability benefits due him and to continue such payments for the period set forth in the Plan,

including interest on all unpaid benefits;

e. reasonable attorney fees and costs, pursuant to ERISA §502(g)(1), 29 USC
1132(g)(1);

f. such other relief as may be just and appropriate.

Respectfully submitted this 28th day of April, 2020.

s/Jacob Bender
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